

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
LORENA MERCEDES, ETHEL DUBOUZET, and :
BARBORA SIMPSON, on behalf of themselves and :
others similarly situated, :
:

Plaintiff, :

-against- :

MANHATTAN FOOD & BEV LTD. d/b/a :
REICHENBACH HALL, WILLIAM REICHENBACH :
aka WILLY REICHENBACH individually and KEITH :
REICHENBACH individually, :

Defendant.

Civil Action No.
22-cv-02777-CM-JLC

**AFFIDAVIT IN SUPPORT OF
DEFENDANTS' MOTION TO
DISMISS AND COMPEL**

AFFIDAVIT IN SUPPORT OF WILLY REICHENBACH

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

Willy Reichenbach, being duly sworn according to law, does depose and say:

1. I am an owner of defendant Manhattan Food & Bev Ltd. d/b/a Reichenbach Hall ("Reichenbach Hall"). I submit this affidavit in support of Defendants Reichenbach Hall, William Reichenbach and Keith Reichenbach's (collectively, the "Defendants") motion to compel arbitration and dismiss the Complaint (the "Complaint") filed by Plaintiffs Lorena Mercedes ("Mercedes"), Ethel Dubouzet ("Dubouzet"), Barbora Simpson ("Simpson"), To Tran ("Tran") and Katrina Sanjongco Coyle¹ ("Coyle") (collectively "Plaintiffs").

2. A true and accurate copy of the arbitration agreement between Lorena Mercedes and Manhattan Food & Bev Ltd. d/b/a Reichenbach Hall is attached as Exhibit A.

¹ Tran and Coyle are opt-in Plaintiffs.

3. A true and accurate copy of the arbitration agreement between Ethel Dubouzet and Manhattan Food & Bev Ltd. d/b/a Reichenbach Hall is attached as Exhibit B.

4. A true and accurate copy of the arbitration agreement between Barbora Simpson and Manhattan Food & Bev Ltd. d/b/a Reichenbach Hall is attached as Exhibit C.

5. A true and accurate copy of the arbitration agreement between To To Tran and Manhattan Food & Bev Ltd. d/b/a Reichenbach Hall is attached as Exhibit D.


6. A true and accurate copy of the arbitration agreement between Katrina Sanjongco Coyle and Manhattan Food & Bev Ltd. d/b/a Reichenbach Hall is attached as Exhibit E.

7. Each Plaintiff's execution and consent to the arbitration agreement was a condition to their employment with Reichenbach Hall.

Dated: June 6, 2022
New York, NY


WILLY REICHENBACH

Sworn to before me this
6 day of June, 2022


Notary Public

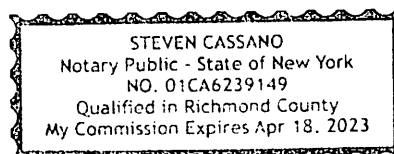


EXHIBIT A

ACKNOWLEDGMENT OF AND AGREEMENT
WITH REICHENBACH HALL ARBITRATION POLICY

I hereby agree to submit to binding arbitration all disputes and claims arising out of employment with the company, that all disputes that cannot be resolved by informal internal resolution which might arise out of my employment with the company, whether during or after that employment, will be submitted to binding arbitration. I agree that such arbitration shall be conducted under the rules of the American Arbitration Association and the laws of the State of New York. This document contains the entire agreement between the parties with regard to dispute resolution, and there are no other agreements as to dispute resolution, either oral or written.

All claims shall be brought exclusively in an individual capacity and neither party will have the right to commence, join or otherwise participate in a class action; a representative action; a collective action; a class arbitration or mediation; a representative arbitration or mediation; or a collective arbitration or mediation. No party can begin, join or participate in any of the foregoing as a class member; representative; or private attorney general. Neither can any party commence, join or consolidate their actions or claims with any other person or entity. No arbitrator or mediator shall have the authority to treat any claim as or convert any claim to a class, representative, collective, joined or consolidated action.


I agree that I first received this document to review and discuss with an attorney, if I so chose to, and was given a minimum of twenty-one (21) calendar days before signing it. I do hereby further acknowledge that I have had the opportunity to consult with an attorney of my choice prior to signing voluntarily and of my own free will.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.


My signature on this document acknowledges that I understand the above Arbitration Policy and agree to abide by its conditions. I also acknowledge that I understand my employment is at-will and may be terminated at any time, with or without reason, by either Reichenbach Hall/it's affiliates or myself. I further agree that, in accordance with Reichenbach Hall's Arbitration Policy that I will submit any dispute - including but not limited to my termination - arising under or involving my employment with Reichenbach Hall to binding arbitration within one (1) year from the date the dispute first arose. I agree that arbitration shall be the exclusive forum for resolving all disputes arising out of or involving my employment with Reichenbach Hall and/or its affiliates or the termination of that employment. I agree that I am entitled to legal representation, at my own cost, during arbitration. I further understand that I am responsible for half of the cost of the arbitrator and any incidental costs of arbitration.

LORENA MERCEDES
Employee Name (printed)

10/28/2021
Date


Employee Signature

Alexis Lorraine
Manager or corp. executive Print Name


Manager Signature

10 - 28 - 2021
Date

Note to the employee: The original of this form is placed in your personnel file. The general manager upon request will give a copy of this form to you.

EXHIBIT B

ACKNOWLEDGMENT OF AND AGREEMENT WITH REICHENBACH HALL ARBITRATION POLICY

I hereby agree to submit to binding arbitration all disputes and claims arising out of employment with the company, that all disputes that cannot be resolved by informal internal resolution which might arise out of my employment with the company, whether during or after that employment, will be submitted to binding arbitration. I agree that such arbitration shall be conducted under the rules of the American Arbitration Association and the laws of the State of New York. This document contains the entire agreement between the parties with regard to dispute resolution, and there are no other agreements as to dispute resolution, either oral or written.

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ethel DUBOUZET

9-22-20

Employee Name (printed)

Date


Employee Signature

Thach Nguyen
Manager or corp. executive Print Name


Manager Signature

9-22-20
Date

Note to the employee: The original of this form is placed in your personnel file. The general manager upon request will give a copy of this form to you.

EXHIBIT C

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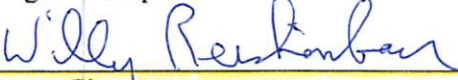
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Employee Name (printed) BARBORA SIMPSON

09/09/2021
Date


Employee Signature

Willy Reichenbach
Manager or corp. executive Print Name


Manager Signature

9-9-21
Date

Note to the employee: The original of this form is placed in your personnel file. The general manager upon request will give a copy of this form to you.

EXHIBIT D

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WITH REICHENBACH HALL ARBITRATION POLICY

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TO TRAN
Employee Name (printed)

6-18-2021
Date


Employee Signature

TACK NGUYEN
Manager or corp. executive Print Name


Manager Signature

06/18/2021
Date

Note to the employee: The original of this form is placed in your personnel file. The general manager upon request will give a copy of this form to you.

EXHIBIT E

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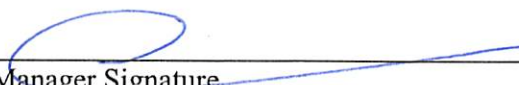
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Katrina Coyle
Employee Name (printed)

10/20/2021
Date


Employee Signature

Alexee Lomax
Manager or corp. executive Print Name


Manager Signature

10/20/2021
Date

Note to the employee: The original of this form is placed in your personnel file. The general manager upon request will give a copy of this form to you.